

CENTRAL MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

**REQUEST FOR PROPOSALS
GENERAL GUIDELINES
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) FUNDED**

ARMED SECURITY GUARD SERVICES

**For
Madison County WIN Job Center
152 Watford Parkway Drive, Suite B
Canton, MS**

**PROPOSALS DUE:
Friday, June 7, 2019
1:00 P.M.**

**SUBMIT TO:
JESSICA NICHOLS, WORKFORCE MANAGER @
jnichols@cmpdd.org**

**or
CENTRAL MISSISSIPPI PLANNING & DEVELOPMENT DISTRICT
POST OFFICE BOX 4935
1170 LAKELAND DRIVE
JACKSON, MISSISSIPPI 39296-4935**

REQUEST FOR PROPOSALS (RFP)
SECURITY GUARDS
MADISON COUNTY WIN JOB CENTER

INTRODUCTION

Under the Workforce Innovation and Opportunity Act, Central Mississippi Planning and Development District (CMPDD) serves as the fiscal agent for Southcentral Mississippi Works. The Madison County WIN Job Center is one of the seven WIN Job Centers within the 17-county service area.

For the convenience of clients, several state and local agencies have co-located within the Madison County WIN Job Center. All of these entities work together to serve businesses, industries and job seekers. The ultimate goal of the WIN Job Center is to match qualified individuals with quality jobs.

PURPOSE of RFP

CMPDD is soliciting proposals for security guard services to secure both the interior and exterior of the Madison County WIN Job Center. The center is located at 152 Watford Parkway Drive, Suite B, Canton, Mississippi, and includes 23,880 square feet of space. It is anticipated that a one-year contract/agreement will be executed with the option for a second year. (The contract will contain appropriate termination clauses.)

OPTION YEAR AGREEMENT

The purpose of the option year agreement is to provide continuity of operations and to avoid additional costs due to disrupted service. The first year of the contract/agreement will cover the period of July 1, 2019 – June 30, 2020. If CMPDD elects to extend the terms of the contract, the option year will cover the period of July 1, 2020 – June 30, 2021. By April 30, 2020, CMPDD will announce its intention to continue or discontinue the security guard services through the option year.

- (1) Any vendor proposing to provide the security guard services shall be aware that the requirements, provisions, clauses and terms described in this RFP shall apply to both years of service.
- (2) Initially, all proposals for the two-year period will be evaluated following the criteria shown on page 4 under CRITERIA FOR RATING PROPOSALS. Only one vendor will be awarded the contract/agreement.
- (3) Prior to April 30, 2020, CMPDD will evaluate the performance of the security guard services. If these services have been satisfactory during the first twelve-month period, the option year contract/agreement will be awarded.
- (4) When preparing the budget for the proposal, each vendor shall list any factor that may cause an increase in costs for the option year. The services should be the same for each year.

ELIGIBLE VENDORS

To qualify for funding award, the vendor must meet the following criteria:

1. To be eligible, the vendor must be qualified to conduct business in the State of Mississippi.

CMPDD prefers that all vendors be incorporated; however, a service provider may be a commission, a sole proprietorship, or other type of organization when in the best interest of the project or activity to be implemented. The vendor may be a public agency, a private nonprofit organization, or a private-for-profit entity.

2. To be eligible, the vendor or its principals must not be debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." (Procurements under \$25,000 are exempt from this criterion except when service procurement is provided by an individual who will have a critical influence or substantive control over transactions.)
3. To be eligible, the vendor or its principals shall not be convicted of any crime that indicates the agency's mismanagement or fraudulent use of funds or the vendor's insolvency.
4. The vendor must have a Federal Employer Identification Number and a Dun and Bradstreet Number. (As shown on the W-9 Form, Request for Taxpayer Identification Number and Certificate, an individual may use his social security number.)

FUNDING AWARD TO VENDOR

The funding is available from the Workforce Innovation and Opportunity Act (WIOA). Each line item of proposed cost will be evaluated by comparisons with other offers and with market prices. In all cases, the vendor is advised to make the most cost-effective offer because all proposals will be compared to determine the most cost-efficient budget.

SCHEDULE

| DATE | EVENT |
|--|---|
| May 17, 2019 | RFP released and advertised |
| May 28, 2019 | <p>Deadline for questions concerning the RFP. Questions must be submitted in writing to jnichols@cmpdd.org ("Armed Guard RFP Questions" in the subject line</p> <p>Questions and responses will be posted on the CMPDD website: http://www.cmpdd.org/workforce by Friday, May 31, 2019.</p> |
| May 22 nd 1p – 3p May 23 rd 10a – 12p May 28 th 1p – 3p May 30 th 10a – 12p | <p>All proposers are invited to tour the Madison County WIN Job Center in preparation for their submittal.</p> |
| June 7, 2019 1:00 p.m. | <p>Proposal due date jnichols@cmpdd.org or Central Mississippi Planning and Development District 1170 Lakeland Drive Jackson, MS 39296 Phone: 601-981-1511</p> |
| June 14, 2019 | Tentative date for award announcement |
| June 21, 2019 | Tentative date for contract signing |
| July 1, 2019 | Beginning date for guard services |

PRELIMINARY EXAMINATION

For each proposal that is received by CMPDD by the deadline, CMPDD will review the proposal to determine whether it is complete, mathematically correct, properly signed, and properly organized. Prior to the detailed evaluation, CMPDD will determine the completeness or substantial responsiveness of each proposal received by the deadline. A complete proposal conforms to all the terms and conditions of this RFP without material deviations. The proposal must follow the SUBMISSION REQUIREMENTS. CMPDD's determination of completeness or responsiveness is based on the contents of the proposal itself without recourse to extrinsic evidence. A proposal that is incomplete or nonresponsive will be rejected.

Mathematical errors will be corrected in the following manner: (1) If there is a discrepancy between the "unit price" and the "total price" that is obtained by multiplying the "unit price" and a quantity, then the "unit price" shall prevail and the "total price" shall be corrected. (2) If there is a discrepancy between an amount expressed in "words" and an amount expressed in "figures," the amount expressed in "words" shall prevail. (3) If the sum of the line items does not total the amount shown as the "grand total," the amounts of the line items shall prevail and the "grand total" shall be corrected. If the vendor does not accept the corrections, the proposal will be rejected.

The proposal must be submitted with a cover letter signed by the individual who is legally authorized to commit the vendor.

The contents of the proposal must follow the order shown under SUBMISSION REQUIREMENTS.

CRITERIA FOR RATING PROPOSALS

Only proposals that are submitted by the deadline and that meet the criteria of the preliminary examination will be considered for rating. Each eligible proposal will be evaluated and assigned a score based on Demonstrated Effectiveness / Expertise and Implementation Plan. If the sum of the scores is below 50 points, the proposal will be rejected. If the sum of the scores equals or exceeds 50 points, then the Costs will be evaluated and the total score will be assigned to the proposal.

1. **Demonstrated Effectiveness / Expertise** **(40 points)**
 - a. Ability to perform the security guard services as reflected by an adequate training outline describing how a security guard is trained to include training competencies and number of hours of training. **(15 points)**
 - b. Reputation of the organization and staff based on confirmation of references to determine satisfaction with similar work experiences, satisfactory record of integrity and business ethics, and skills to perform the services; **(18 points)**
 - c. Inclusion of the Federal Employer Identification Number and the Dun and Bradstreet Number for the vendor; **(1 point)**
 - d. Copy of cover page and signature page from the vendor's charter, articles of incorporation, or similar document **(3 points)**
 - e. Proof of coverage for general liability, property damage, and workers' compensation **(3 points)**
2. **Implementation Plan** **(30 points)**
 - a. Adequate recruitment, screening, hiring and termination policies **(8 points)**
 - b. Adequate details in the job description **(8 points)**
 - c. Verification of number of guards and the schedule **(6 points)**

- d. Adequate methods to coordinate with the Workforce Manager at Madison County WIN Job Center
(8 points)

3. **Costs** **(30 points)**

- a. Itemized costs for all items on Budget Page; explanations of all costs; (6 points)
- b. Signature of the individual who is legally authorized to make commitments certifying that costs are accurate, complete, and current; (4 points)
- c. Costs are reasonable and are efficient compared to other offers and to the independent cost estimate.
(20 points)

SUBMISSION REQUIREMENTS:

- 1. **PROPOSAL SUBMISSION REQUIREMENTS:** Proposals must be submitted by **Friday, June 7, 2019 by 1:00 p.m.** via email to jnichols@cmpdd.org with "Armed Guard Proposal" in the subject line.

Vendors also have the option of submitting five copies of the full proposal by **Friday, June 7, 2019, by 1:00 p.m.**, to the address below. PLEASE NOTE: Faxed documents will not be accepted. (Indicate **GUARD** on the envelope.) Vendors may hand deliver or mail the proposals to the following:

Jessica Nichols, Workforce Manager
Central Mississippi Planning & Development District
1170 Lakeland Dr.
Jackson, MS 39296

- 2. **INSTRUCTIONS:** To prepare an acceptable proposal, the following items should be completely described:

- a. **Demonstrated Effectiveness / Expertise:**

- (1) Provide vendor's name, address, phone number, and e-mail address.
- (2) Describe the training for a security guard. Indicate the number of training hours and the competencies to be attained as a result of training. Please attach a copy of the company's training outline.
- (3) List three references who can verify the vendor's quality services and ethical business practices. The name, address, and phone number for each reference must be included. The references must be clients within a 50-mile radius of Jackson who received similar services.

- (4) Provide the Federal Employer Identification Number and the Dun and Bradstreet Number for the vendor.
- (5) Include a copy of the cover page and signature page from the vendor's charter, articles of incorporation, or similar document, if applicable.
- (6) The vendor must carry insurance that covers general liability, property damage and workers' compensation. Attach proof of coverage.

b. **Implementation Plan:**

- (1) Describe the vendor's **recruitment and hiring procedures**.
 - (a) Does the company require applicants to complete an application for employment? If yes, attach a copy of the application.
 - (b) Does the company screen applicants for good credit history? If yes, describe the screening process.
 - (c) Does the company screen applicants for felony convictions? If yes, describe the screening process.
 - (d) Does the company hire individuals with felony records?
 - (e) Describe the company's other hiring policies.
 - (f) Describe the company's termination policies.
- (2) Attach a copy of the company's **job description** outlining the duties and responsibilities of the security guard. The following list shows examples of work expected for the security guard at the Madison County WIN Job Center:
 - (a) Patrols the parking lot a minimum of 10 times per day and patrols the facility corridors a minimum of 10 times per day to detect and prevent criminal or unauthorized activities;
 - (b) Secures the facility by locking doors to prevent burglaries, vandalism, and trespassing;
 - (c) Assists law enforcement officers in administering first-aid, Cardio-Pulmonary Resuscitation, and other emergency medical treatments to individuals in the facility and on the parking lot of the facility;
 - (d) Monitors traffic flow to and from parking areas to prevent unauthorized entry and to reduce traffic accidents;
 - (e) Assists in conducting traffic accident investigations to obtain accurate records of accidents;
 - (f) Assists law enforcement officers in responding to fires, bomb threats, or any other emergency situation occurring in the facility or on the parking lot by notifying occupants and implementing evacuation procedures;
 - (g) Assists the Workforce Manager at the Center by escorting service staff to the appropriate areas of the facility;
 - (h) Reports to the Workforce Manager of the Madison County WIN Job Center.
- (2) **One armed security guard** is needed on the premises to safeguard the facility against burglary, vandalism, trespassing, and other hazardous, criminal, or unauthorized activities. Verify intent to provide the guard service.

CMPDD prefers that the same individual guard(s) be assigned for 50 hours per week. CMPDD prefers to limit the number of individuals who have access to the security codes and to the keys to the facility.

- (3) The standard **schedule** for the security guard will be Monday through Friday, 7:30 a.m. – 5:30 p.m. for a total of 50 hours regular time per week. There will be some special circumstances when the guard may need to work extra hours to cover special events scheduled at the Center. CMPDD estimates approximately two (2) extra hours per week for special events. Verify intent to comply with the schedule.
- (4) Describe **coordination procedures** with the Workforce Manager at the Madison County WIN Job Center regarding assignments of guard, hours, and other related information.

c. Costs:

- (1) The vendor must submit a line item **budget** for guard service. As shown in Attachment A, the vendor must submit one budget for July 1, 2019 – June 30, 2020 and a second budget for the option year of July 1, 2020 – June 30, 2021. The budgets must include the hourly rate and the estimated monthly rate. Other cost items that will impact the total costs must be shown. Also, describe any factors that impact the rates. (Use Attachment A Form)
- (2) The vendor shall include a **Cost Certification**, a written statement to certify that to the best of the vendor's knowledge and belief, the cost data are accurate, complete, and current at the time of submission. The Cost Certification must be signed by the individual who is legally authorized to make commitments. (CMPDD shall reserve the right to adjust prices based on out-of-date, incomplete or inaccurate data.)

LIMITATION CLAUSES

1. This RFP does not in any way commit CMPDD to pay costs incurred as a result of the preparation of the proposal or as a result of a request for additional information. Costs for developing and delivering responses to this RFP, and any subsequent presentations, are entirely the responsibility of the vendor.
2. CMPDD reserves the right to make no award as a result of this solicitation.

ADDITIONAL DISCLAIMERS

1. CMPDD may negotiate any costs prior to awarding a contract. However, CMPDD may accept a proposal based on a firm commitment to the terms submitted. Therefore, vendors are advised to propose their most favorable terms initially.
2. The material in the proposal becomes public information and property of CMPDD when it is submitted to CMPDD for funding consideration. However, the vendor may designate those portions of the proposal that contain trade secrets or other proprietary data that may remain confidential.
3. By submitting a proposal, the vendor certifies that it is a legally constituted organization and that the following statements apply:

- a. The prices/costs in the proposal have been determined independently without consultation, communication, or agreement, for the purpose of restricting competition, concerning any matter relating to such prices with any other vendor or with any competition.
- b. Unless otherwise required by law, the prices/costs quoted in the proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor to any other vendor or to any competition either directly or indirectly prior to award.
- c. No attempt has been made by the vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- d. CMPDD shall allow a proposer to withdraw a proposal at any time. However, CMPDD will not allow modifications of a proposal unless CMPDD makes a change in the content of the RFP. If a change is made, CMPDD shall notify all recipients of the RFP.

CODE OF CONDUCT FOR VENDORS AND CONTRACTORS

1. The payment of gratuities to CMPDD staff or to board members is prohibited.
2. The receipt or solicitation of kickbacks from vendors is prohibited.
3. Obtaining confidential procurement information not available to all vendors is prohibited.
4. Improper communication with CMPDD staff or board members to influence procurement decisions is prohibited.
5. Collusion and price-fixing among vendors are prohibited.

DISPUTE RESOLUTION AND APPEAL PROCEDURES

Any entity adversely affected by a procurement decision of CMPDD will be afforded an opportunity to file a grievance. The grievance will be processed in accordance with the CMPDD Grievance Procedure. At a minimum, this procedure will allow for an informal discussion of the complaint and an opportunity for filing a written request for a hearing within 15 days of the adverse decision.

A formal hearing before the hearing committee shall be requested in writing. The hearing shall be conducted within 30 days of the filing. A decision on the appeal shall be rendered within 60 days of the filing. The request for the review shall be filed within 10 days of receipt of the adverse decision or within 15 days from the date that a decision should have been issued.

RULES/CONDITIONS FOR MODIFICATIONS, WITHDRAWAL OR CANCELLATION

1. All proposals submitted by due date, meeting the criteria of the PRELIMINARY EXAMINATION, and following the outline under SUBMISSION REQUIREMENTS will be reviewed by CMPDD or an appointed committee.
2. CMPDD reserves the right to reject any and all proposals in part or in total.
3. If a contract is awarded, the contractor will be the Prime Contractor. If the proposer plans to have subcontractors, all subcontractors must be listed in the proposal. If approved, the Prime Contractor shall be responsible, in total, for all work of subcontractors, if any.
(CMPDD must provide written approval to a vendor before a third-party agreement is developed to further the purposes or goals of the contract. If a vendor receives approval to provide funds to a

third-party, a contract shall be formally executed in writing and shall be legally binding on both parties. Copies of all third-party agreements and any subsequent modifications shall be provided to CMPDD.

3. The contractor shall keep itself informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the appropriate city and county, State of Mississippi, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The contractor shall provide all necessary safeguards for safety and protection, as set forth by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) as well as by any applicable state and local laws.

PROVISIONS: If CMPDD enters a contractual agreement with the vendor, the contract will include the following:

The duly authorized representative of the Contractor shall certify that the Contractor:

1. Shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000);
2. Shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts for construction or repair.);
3. Shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded when required by Federal grant program legislation.);
4. Shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5.) (Construction contracts in excess of \$2000, and in excess of \$2500 for other contracts involving the employment of mechanics or laborers.);
5. Shall ensure access by the Department of Labor, the Mississippi Department of Employment Security, CMPDD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts, and transcriptions.
6. Shall retain all required records for three years after the Mississippi Department of Employment Security closes the applicable grant with the Department of Labor and all other pending matters are closed.
7. Shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Contracts, subcontracts, and subgrants of amounts exceeding \$100,000);
8. Shall comply with mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
9. Will agree that it will not engage in any activity, directly or indirectly (whether as a partner, individual, joint venture; agent for a person, entity, officer, director, shareholder, or employee of firm or other corporation) that would provide monetary gain and produce a conflict of interest or appearance of conflict of interest with the responsibilities of this contract. This provision shall

further restrict the solicitation of work, projects, and other activities within the workforce investment area's sixteen county area so as to compete directly with the Planning and Development District whether there is a specific monetary gain identified or not. For the purpose of this agreement, competition is normally defined as directly bidding or submitting a proposal for a specific project, job, or work assignment where CMPDD is also seeking to be selected to perform the same work. This clause shall be in effect for the duration of this contract and a one (1) year period from the date the contract is terminated.

CONTACT PERSON

For additional information about proposal preparation and submission, please contact Jessica Nichols by phone at 601-859-7609 and by e-mail at jnichols@cmpdd.org.

ATTACHMENT A

**BUDGET PAGE
SECURITY GUARD**

| Item No. | Description | TOTAL |
|-----------------|---|--------------|
| | YEAR ONE: JULY 1, 2019 – June 30, 2020 | |

| | | |
|--------------------------------|--|--|
| 1 | <p>A. One (1) Guard for 50 hours per week for one year to be assigned to the Madison County WIN Job Center, 152 Watford Parkway Drive, Suite B, Canton, MS = \$_____ per hour (Reg. Rate) x 40 hours per week X 52 weeks</p> <p style="text-align: center;">+</p> <p>\$_____ per hour (OT rate) x 10 hours per week X 52 weeks</p> <p>B. One (1) Guard for an additional 2 hours per week (for any special events) at an overtime rate = \$_____ per hour x 2 hours per week (pending special needs).</p> <p>(Put the sum of Part A and Part B in the column to the right.)</p> <p>Estimated hourly rate = \$ _____</p> <p>Estimated overtime hourly rate = \$ _____</p> <p>Estimated monthly rate = \$ _____</p> | |
| 2 | Administrative Costs (Please explain.) | |
| 3 | Other Costs (Please specify.) | |
| | TOTAL for YEAR ONE | |
| Factors that may impact rates: | | |

| Item No. | Description OPTION YEAR: JULY 1, 2020 – June 30, 2021 | TOTAL |
|---|---|-------|
| 1 | <p>A. One (1) Guard for 50 hours per week for one year to be assigned to the Madison County WIN Job Center, 152 Watford Parkway Drive, Suite B, Canton, MS = \$ _____ per hour (Reg. Rate) x 40 hours per week X 52 weeks</p> <p style="text-align: center;">+</p> <p>\$ _____ per hour (OT Rate) x 10 hours per week X 52 weeks</p> <p>B. One (1) Guard for an additional 2 hours per week (for any special events) at an overtime rate = \$ _____ per hour x 2 hours per week (pending special needs).</p> <p>(Put the sum of Part A and Part B in the column to the right.)</p> <p>Estimated hourly rate = \$ _____</p> <p>Estimated overtime hourly rate = \$ _____</p> <p>Estimated monthly rate = \$ _____</p> | |
| 2 | Administrative Costs (Please explain.) | |
| 3 | Other Costs (Please specify.) | |
| | TOTAL for OPTION YEAR | |
| | GRAND TOTAL for TWO YEARS | |
| Factors that may impact rates during the option year: | | |